

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
LIAT BOHADANA CASTIEL, as Administrator ad
Prosequendum for the ESTATE OF SHAY BOHADANA,
decedent,

Index No.: 155515/2015
Date Index# Purchased: June 3, 2015

Plaintiff(s),

AMENDED SUMMONS

Plaintiff designates New York
County as the place of trial

-against-

The basis of venue is Defendant's
Place of Business

JUAN C. DIAZ-CASAMAYOR
FLAT RATE LONG DISTANCE, INC. a/k/a
FLAT RATE MOVING & STORAGE, INC.
PENSKE TRUCK LEASING COMPANY, L.P.,
ACB CORPORATION 1-5 (fictitious names) and/or
JOHN DOES 1-5 (fictitious names),

Plaintiff resides at
Rotem Street, No 20
Nahariya, Israel 22352

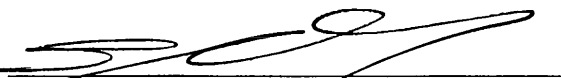
Defendant(s).

-----X
To the above named Defendants:

YOU ARE HEREBY SUMMONED to answer the complaint in this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the Plaintiff's Attorney(s) within 20 days after the service of this summons, exclusive of the day of service (or within 30 days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: June 4, 2015

THE MANDEL LAW FIRM



Steven J Mandel, Esq
Attorneys for Plaintiff
370 Lexington Avenue - Suite 505
New York, New York 10017
(212) 697-7383

Defendants' Addresses:

Juan C. Diaz-Casamayor
580 59th Street Apartment 3
West New York, New Jersey 07093-1352

Flat Rate Long Distance, Inc. a/k/a Flat Rate Moving & Storage, Inc.
555 West 25th Street 3rd Floor
New York, NY 10001

Penske Truck Leasing Company, LP
Green Hills Office Campus
2675 Morgantown Road
Reading, PA 19607

LIAT BOHADANA CASTIEL as Administrator ad
Prosequendum for the ESTATE OF SHAY BOHADANA,
decedent

Plaintiff,

-against-

JUAN C. DIAZ-CASAMAYOR,
FLAT RATE LONG DISTANCE INC. a/k/a
FLAT RATE MOVING & STORAGE, INC.,
PENSKE TRUCK LEASING COMPANY, LP,
ABC CORPORATIONS 1-5 (fictitious names) and/or
JOHN DOES 1-5 (fictitious names),

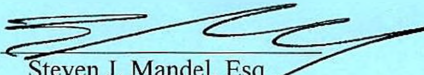
Defendant.

AMENDED SUMMONS

THE MANDEL LAW FIRM
Attorney for Plaintiff
370 Lexington Avenue, Suite 505
New York, New York 10017
Tel: (212)-697-7383
Fax: (212) 681-6157

TO:
Juan C. Diaz-Casamayor
580 59th Street Apartment 3
West New York, New Jersey 07093-1352

Signature (Rule 130-1.1-a)



Steven J. Mandel, Esq

Flat Rate Long Distance, Inc. a/k/a Flat Rate Moving & Storage, Inc.
555 West 25th Street, 3rd Floor
New York, NY 10001

Penske Truck Leasing Company, LP
Green Hills Office Campus
2675 Morgantown Road
Reading, PA 19607

☐ Notice of Entry

that the within is a (certified) true copy of a
duly entered in the Office of the County Clerk of the within named court on _____, 2015

☐ Notice of Settlement

that an order _____ of which the within is a true copy
will be presented to the Hon. _____ one of the judges of the within court at

on _____, 2015 at _____ M.
Dated: June 4, 2015

Yours, etc.
THE MANDEL LAW FIRM
370 Lexington Avenue, Suite 505
New York, New York, 10017
212-697-7383

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
LIAT BOHADANA CASTEIL, as Administrator ad
Prosequendum for the ESTATE OF SHAY BOHADANA,
decedent,

Index No.: 155515/2015

Date Purchased: June 3, 2015

SUMMONS

Plaintiff,

-against-

Plaintiff designates New York
County as the place of trial.

The basis of venue is defendant's
place of business.

JUAN C. DIAZ-CASAMAYOR,
FLAT RATE LONG DISTANCE INC. a/k/a
FLAT RATE MOVING & STORAGE, INC.,
PENSKE TRUCK LEASING COMPANY, LP,
ABC CORPORATIONS 1-5 (fictitious names) and/or
JOHN DOES 1-5 (fictitious names),

Plaintiff resides at:
Rotem Street, No 20
Nahariya, Israel 22352


Defendant(s).

-----X
To the above named Defendant(s):

YOU ARE HEREBY SUMMONED to answer the complaint on this action and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance, on the plaintiff's attorney within twenty (20) days after service of this summons, exclusive of the day of service (or within thirty days after the service is complete if this summons is not personally delivered to you within the State of New York); and in case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: New York, New York
June 1, 2015

THE MANDEL LAW FIRM, P.C.


Steven J. Mandel, Esq.

Attorneys for Plaintiff

370 Lexington Avenue - Suite 505

New York, New York 10017

(212) 697-7383

Defendants' Addresses:

TO:

Juan C. Diaz-Casamayor
580 59th Street Apartment 3

West New York, New Jersey 07093-1352

Flat Rate Long Distance Inc. a/k/a Flat Rate Moving & Storage, Inc.
99 Evergreen Ave
Newark, New Jersey 07114

Penske Truck Leasing Company, LP
Green Hills Office Campus
2675 Morgantown Road
Reading, PA 19607

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

INDEX NO.:

LIAT BOHADANA CASTIEL as Administrator ad
Prosequendum for the ESTATE OF SHAY BOHADANA,
decedent

Plaintiff,

-against-

JUAN C. DIAZ-CASAMAYOR,
FLAT RATE LONG DISTANCE INC. a/k/a
FLAT RATE MOVING & STORAGE, INC.,
PENSKE TRUCK LEASING COMPANY, LP.
ABC CORPORATIONS 1-5 (fictitious names) and/or
JOHN DOES 1-5 (fictitious names),

Defendant.

SUMMONS

THE MANDEL LAW FIRM
Attorney for (Plaintiff or Defendant)
Office and Post Office Address, Telephone
370 Lexington Avenue, Suite 505
New York, New York 10017
Tel: (212)-697-7383
Fax: (212) 681-6157

TO:
Juan C. Diaz-Casamayor
580 59th Street Apartment 3
West New York, New Jersey 07093-1352

Signature (Rule 130-1.1-a)

Steven J. Mandel, Esq.

Flat Rate Long Distance Inc. a/k/a Flat Rate Moving & Storage, Inc.
99 Evergreen Ave
Newark, New Jersey 07114

Penske Truck Leasing Company, LP
Green Hills Office Campus
2675 Morgantown Road
Reading, PA 19607

☐ Notice of Entry

that the within is a (certified) true copy of a
duly entered in the Office of the County Clerk of the within named court on , 2015

☐ Notice of Settlement

that an order of which the within is a true copy
will be presented to the Hon. one of the judges of the within court at

on , 2015 at M.
Dated: June 1, 2015

Yours, etc.
THE MANDEL LAW FIRM
370 Lexington Avenue, Suite 505
New York, New York, 10017
212-697-7383

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF NEW YORK

-----X
LIAT BOHADANA CASTEIL, Administrator ad
Prosequendum for the ESTATE OF SHAY BOHADANA,
decedent,

Plaintiff,

-against-

Index No.:

JUAN C. DIAZ-CASAMAYOR,
FLAT RATE LONG DISTANCE INC. a/k/a
FLAT RATE MOVING & STORAGE, INC.,
PENSKE TRUCK LEASING COMPANY, LP,
ABC CORPORATIONS 1-5 (fictitious names) and/or
JOHN DOES 1-5 (fictitious names),

VERIFIED COMPLAINT

Defendant(s).

-----X
Plaintiff, LIAT BOHADANA CASTEIL, Administrator ad Prosequendum for the ESTATE OF
SHAY BOHADANA, decedent, by her attorneys, THE MANDEL LAW FIRM, complaining of the
defendants, respectfully alleges, upon information and belief:

THE PARTIES

FIRST: At the time of the commencement of this action, and at all times relevant hereto, the plaintiff,
LIAT BOHADANA CASTEIL, Administrator ad Prosequendum for the estate of her deceased brother,
SHAY BOHADANA (hereinafter referred to as "the plaintiff"), resided in the Country of Israel.

SECOND: On or about December 30, 2014, the plaintiff's decedent, SHAY BOHADANA, died
intestate in the State of Missouri. Prior to his death, he resided at 310 Arbegast Drive in the Township
of Brigantine, County of Atlantic and State of New Jersey 08203-3638. On or about February 13, 2015,
plaintiff, LIAT BOHADANA CASTEIL, was duly appointed Administrator ad Prosequendum for
the estate of her deceased brother, SHAY BOHADANA, by the Surrogate of Atlantic County, New
Jersey, and she has duly qualified and has thereafter acted and is still acting as such Administrator ad

Prosequendum.

THIRD: At all times relevant to this action, the defendant, JUAN C. DIAZ-CASAMAYOR resided at 580 59th Street, Apartment 3, in the Township of West New York, County of Hudson and State of New Jersey 07093-1352.

FOURTH: Upon information and belief, at all times relevant to this action, defendant, FLAT RATE LONG DISTANCE INC. and/or FLAT RATE MOVING & STORAGE, INC. was and still is a domestic corporation, or another type of business organization, duly organized and existing under and by virtue of the laws of the State of New York.

FIFTH: Upon information and belief, at all times relevant to this action, defendant, PENSKE TRUCK LEASING COMPANY, LP, was and still is a domestic corporation, or another type of business organization, duly organized and existing under and by virtue of the laws of the State of New York.

SIXTH: At all times relevant to this action, defendants, ABC CORPORATIONS 1-5 (fictitious names) were and still are domestic corporations, or other types of business organizations, duly organized and existing under and by virtue of the laws of the State of New York.

SEVENTH: Upon information and belief, at all times relevant to this action, defendant, FLAT RATE LONG DISTANCE INC. and/or FLAT RATE MOVING & STORAGE, INC. was and still is, alternatively, a foreign corporation or another type of business organization duly authorized to do business and doing business in the State of New York.

EIGHTH: Upon information and belief, at all times relevant to this action, defendant, PENSKE TRUCK LEASING COMPANY, LP, was and still is, alternatively, a foreign corporation or another type of business organization duly authorized to do business and doing business in the State of New York.

NINTH: At all times relevant to this action, defendants, ABC CORPORATIONS 1-5 (fictitious names) were and still are, alternatively, foreign corporations or other types of business organizations duly authorized to do business and doing business in the State of New York.

TENTH: Upon information and belief, at all times relevant to this action, defendant, FLAT RATE LONG DISTANCE INC. and/or FLAT RATE MOVING & STORAGE, INC. maintained a principal place of business in the City, County and State of New York.

ELEVENTH: Upon information and belief, at all times relevant to this action, defendant, PENSKE TRUCK LEASING COMPANY, LP, maintained a principal place of business in the City, County and State of New York.

TWELFTH: At all times relevant to this action, defendants ABC CORPORATIONS 1-5 (fictitious names) maintained principal places of business in the City, County and State of New York.

AS AND FOR A FIRST CAUSE OF ACTION

THIRTEENTH: At all times relevant to this action, defendant, FLAT RATE LONG DISTANCE INC. and/or FLAT RATE MOVING & STORAGE, INC. and/or ABC CORPORATIONS 1-5 (fictitious names) was the lessee of a certain 2015 Freightliner Conventional truck bearing Indiana State license plate number 2261745, that was towing a 2014 Kentucky trailer, in use commercially, for hire, for the business purpose of carrying merchandise to and from various locations for profit (the "Defendant Truck").

FOURTEENTH: At all times relevant to this action, defendant, PENSKE TRUCK LEASING COMPANY, LP, and/or ABC CORPORATIONS 1-5 (fictitious names) was the owner and lessor of a certain 2015 Freightliner Conventional truck bearing Indiana State license plate number 2261745, that was towing a 2014 Kentucky trailer, in use commercially, for hire, for the business purpose of carrying merchandise to and from various locations for profit (the "Defendant Truck").

FIFTEENTH: At all times relevant to this action, including on or about December 30, 2014, defendant, JUAN C. DIAZ-CASAMAYOR, was the operator of the Defendant Truck.

SIXTEENTH: At all times relevant to this action, including on or about December 30, 2014, the Defendant Truck was operated by defendant, JUAN C. DIAZ-CASAMAYOR, and used with the knowledge, permission and consent, either express or implied, of defendant, FLAT RATE LONG

DISTANCE INC. and/or FLAT RATE MOVING & STORAGE, INC.

SEVENTEENTH: At all times relevant to this action, including on or about December 30, 2014, the Defendant Truck was operated by defendant, JUAN C. DIAZ-CASAMAYOR, and used with the knowledge, permission and consent, either express or implied, of defendant, PENSKE TRUCK LEASING COMPANY, LP.

EIGHTEENTH: At all times relevant to this action, including on or about December 30, 2014, the Defendant Truck was operated by defendant, JUAN C. DIAZ-CASAMAYOR, and used with the knowledge, permission and consent, either express or implied, of defendants, ABC CORPORATIONS 1-5 (fictitious names).

NINETEENTH: At all times relevant to this action, including on or about December 30, 2014, the Defendant Truck was operated by defendant, JUAN C. DIAZ-CASAMAYOR, on and for the business of the defendant, FLAT RATE LONG DISTANCE INC. and/or FLAT RATE MOVING & STORAGE, INC.

TWENTIETH: At all times relevant to this action, including on or about December 30, 2014, the Defendant Truck was operated by defendant, JUAN C. DIAZ-CASAMAYOR, on and for the business of the defendant, PENSKE TRUCK LEASING COMPANY, LP.

TWENTY-FIRST: At all times relevant to this action, including on or about December 30, 2014, the Defendant Truck was operated by defendant, JUAN C. DIAZ-CASAMAYOR, on and for the business of the defendants, ABC CORPORATIONS 1-5 (fictitious names).

TWENTY-SECOND: At all times relevant to this action, including on or about December 30, 2014, decedent, SHAY BOHADANA, was an independent contractor, working with the defendants, FLAT RATE LONG DISTANCE INC. and/or FLAT RATE MOVING & STORAGE, INC. and/or ABC CORPORATIONS 1-5 (fictitious names), and assisting as a driver with said defendants' business purpose of transporting customer's property to and from various locations for profit.

TWENTY-THIRD: At all times relevant to this action, Interstate 44, 320 feet west of the 167 mile-

marker in the County of Pulaski and State of Missouri, was and still is a public highway in common use by residents of that State for the purpose of vehicular travel in the County of Pulaski and State of Missouri (the "Accident Location").

TWENTY-FOURTH: On or about December 30, 2014, at approximately 8:25 pm (CST), the Defendant Truck was being operated by defendant, JUAN C. DIAZ-CASAMAYOR, westbound on Interstate 44 in the County of Pulaski and State of Missouri, with decedent, SHAY BOHADANA lying as a passenger in the sleeping berth, when it traveled off the right side of the roadway, and then returned to the roadway and overturned, at which time it traveled into the median on the left side of the roadway and struck the median cable barrier on the left side of the roadway and finally came to rest (the "Accident").

TWENTY-FIFTH: The aforementioned Accident and the results thereof, including, but not limited to the wrongful death of the decedent, SHAY BOHADANA, were caused directly, proximately, wholly and solely, by and through the carelessness, recklessness and negligence of the defendants, JUAN C. DIAZ-CASAMAYOR, FLAT RATE LONG DISTANCE INC. and/or FLAT RATE MOVING & STORAGE, INC., PENSKE TRUCK LEASING COMPANY, LP. and/or ABC CORPORATIONS 1-5 (fictitious names), in their ownership, operation, management, maintenance and control of the aforesaid Defendant Truck, including, but not limited to, in operating said Defendant Truck while texting on a cell phone and not paying attention to the roadway; in failing to heed the decedent, SHAY BOHADANA's pleas to stop texting; in failing to heed the decedent, SHAY BOHADANA's pleas to intercede on his behalf to force or convince the operator, defendant, JUAN C. DIAZ-CASAMAYOR, to stop texting; in operating Defendant Truck at an excessive and extremely dangerous rate of speed under the circumstances and prevailing conditions; in failing to steer, maneuver and keep a proper lookout so as to avoid threats and dangers to the decedent's safety; in negligently permitting said Defendant Truck to be improperly and/or defectively equipped without good and sufficient brakes and other necessary braking equipment, and/or in failing to properly apply the same at the time of said Accident; in failing to observe

the applicable statutes, ordinances, rules and regulations pertaining to the operation of said Defendant Truck upon the public highway, including, but not limited to, the Federal Motor Carrier Safety Regulations, Chapter 3, Title 49 of the Code of Federal Regulations; in failing to have the Defendant Truck in good and proper condition and repair; in failing to observe the road; in failing to keep a proper and adequate look out; in being inattentive; in driving carelessly; in turning too sharply, thereby creating a danger and a hazard; in failing to keep and maintain a safe and proper distance between the Defendant Truck and other vehicles and hazards on the public highway; in failing to make proper use of the steering mechanism; in applying improper steering input to the right; in failing to make proper use of the braking mechanism; in failing to stop in time to avoid this occurrence; in failing to obey traffic signals, controls and regulations; in failing to yield the right of way; in failing to have the Defendant Truck under proper management and control; in permitting, requiring and/or aiding and abetting, by knowingly and substantially assisting, encouraging, facilitating and/or promoting, negligent behavior and/or conduct in breach of a duty owed to the decedent, including, but not limited to, texting by sending text messages on a cellular telephone while operating the Defendant Truck, and also including operating the Defendant Truck for excessive hours while fatigued; in continually texting and swerving the Defendant Truck notwithstanding the decedent's urgent requests directly to the defendant operator, JUAN C. DIAZ-CASAMAYOR, to cease and desist from that behavior; in continually texting and swerving the Defendant Truck notwithstanding the decedent's urgent requests to the defendant operator, JUAN C. DIAZ-CASAMAYOR's employer, defendant FLAT RATE LONG DISTANCE INC. and/or FLAT RATE MOVING & STORAGE, INC., and/or ABC CORPORATIONS 1-5 (fictitious names), to have the defendant operator, JUAN C. DIAZ-CASAMAYOR, cease and desist from that behavior; and in otherwise being careless, reckless, negligent, imprudent and hazardous in the ownership, operation, management, maintenance and control of the Defendant Truck.

TWENTY-SIXTH: Solely as a direct and proximate result of the defendants' negligence, carelessness and recklessness in causing the Accident as aforesaid, the decedent, SHAY BOHADANA, sustained

grievous and severe bodily injury resulting in his wrongful death.

TWENTY-SEVENTH: The Accident, personal injuries and death sustained by the plaintiff's decedent, SHAY BOHADANA, were caused solely by the negligence of the defendants without any negligence on the part of the plaintiff's decedent, SHAY BOHADANA, contributing thereto in any manner whatsoever.

TWENTY-EIGHTH: As a result of the Accident, the decedent, SHAY BOHADANA, sustained serious personal injuries as defined in Sections 5102(d) of the Insurance Law of the State of New York, and/or economic loss greater than basic economic loss as defined in Section 5102(a) of the Insurance Law of the State of New York.

TWENTY-NINTH: As a result of the Accident, the decedent, SHAY BOHADANA, suffered injuries as defined by Article 51 of the Insurance Law of the State of New York and his estate is entitled to recover for non-economic loss and for such economic losses as are not included in the definition of "basic economic loss" as set forth in Article 51 of the Insurance Law of the State of New York.

THIRTIETH: As a result of the Accident the decedent, SHAY BOHADANA, suffered serious injuries to various parts of his body resulting in wrongful death; suffered great, conscious pain, suffering and anguish in body and mind prior to his death, including, but not limited worry and anguish from failing to succeed in having the operator of the Defendant Truck cease and desist from texting and driving, and also conscious pain and suffering from the moment of the Accident through the moments just before and at the time of his death, all of which were caused by the Accident; and he necessarily received ambulance, hospital care, medical treatment and medicines in connection with the injuries sustained by him for which medical expenses were incurred; and his injuries were fatal.

THIRTY-FIRST: Decedent, SHAY BOHADANA, was a covered person as defined by Section 5102 of the Insurance Law of the State of New York.

THIRTY-SECOND: This action falls within one or more of the exceptions set forth in Section 1602 of the Civil Practice Law and Rules.

THIRTY-THIRD: By reason of the foregoing, plaintiff suffered damages in an amount in excess of the jurisdictional limits of all lower courts which would otherwise have jurisdiction, and in an amount to be determined at trial together with the costs and disbursements of this action and with such other and further relief as the Court may deem just and proper.

AS AND FOR A SECOND CAUSE OF ACTION

THIRTY-FOURTH: The plaintiff repeats, reiterates and re-alleges each and every allegation set forth in the preceding paragraphs with the same force and effect as though more fully set forth at length herein.

THIRTY-FIFTH: At the time of the Accident, the defendants, JUAN C. DIAZ-CASAMAYOR and JOHN DOES 1-5 (fictitious names), were acting within the scope of the authority given to them by the defendants, FLAT RATE LONG DISTANCE INC. and/or FLAT RATE MOVING & STORAGE, INC. and/or PENSKE TRUCK LEASING COMPANY, LP and/or ABC CORPORATIONS 1-5 (fictitious names), with said authority being either express, implied or inferred from the general course of business.

THIRTY-SIXTH: At the time of the Accident, defendants, JUAN C. DIAZ-CASAMAYOR and JOHN DOES 1-5 (fictitious names), were acting in furtherance of their duties owed to their employers, defendants, FLAT RATE LONG DISTANCE INC. and/or FLAT RATE MOVING & STORAGE, INC. and/or PENSKE TRUCK LEASING COMPANY, LP and/or ABC CORPORATIONS 1-5 (fictitious names).

THIRTY-SEVENTH: At the time of the Accident, while defendants, JUAN C. DIAZ-CASAMAYOR and JOHN DOES 1-5 (fictitious names), were acting, the defendants, FLAT RATE LONG DISTANCE INC. and/or FLAT RATE MOVING & STORAGE, INC. and/or PENSKE TRUCK LEASING COMPANY, LP, and/or ABC CORPORATIONS 1-5 (fictitious names), were, or could have been exercising some control, directly or indirectly over defendants JUAN C. DIAZ-CASAMAYOR's and JOHN DOES 1-5 (fictitious names)'s, activities.

THIRTY-EIGHTH: Defendants, FLAT RATE LONG DISTANCE INC. and/or FLAT RATE

MOVING & STORAGE, INC. and/or PENSKE TRUCK LEASING COMPANY, LP and/or ABC CORPORATIONS 1-5 (fictitious names) are vicariously liable by reason of the principle of respondeat superior for the primary liability of the defendants, JUAN C. DIAZ-CASAMAYOR and JOHN DOES 1-5 (fictitious names).

THIRTY-NINTH: By reason of the foregoing, plaintiff suffered damages in an amount in excess of the jurisdictional limits of all lower courts which would otherwise have jurisdiction, and in an amount to be determined at trial together with the costs and disbursements of this action and with such other and further relief as the Court may deem just and proper.

AS AND FOR A THIRD CAUSE OF ACTION

FORTIETH: The plaintiff repeats, reiterates and re-alleges each and every allegation set forth in the preceding paragraphs with the same force and effect as though more fully set forth at length herein.

FORTY-FIRST: As a result of the foregoing, plaintiff's decedent, SHAY BOHADANA, sustained grievous and severe bodily injury resulting in his wrongful death.

FORTY-SECOND: At the time of his death, the plaintiff's decedent, SHAY BOHADANA, left surviving family, next of kin and heirs at law for whose benefit this action is commenced.

FORTY-THIRD: Prior to his death, plaintiff's decedent, SHAY BOHADANA, was a healthy man, who attended to and was able to perform his usual duties, and who contributed to the support of his family, and by virtue of his wrongful death his family was deprived of his comfort, society and support, and further, plaintiff's decedent, SHAY BOHADANA's estate suffered pecuniary damages and has otherwise been peculiarly damaged as a result of the aforesaid wrongful death of the plaintiff's decedent, SHAY BOHADANA, and sustained all other damages allowed by law.

FORTY-FOURTH: By reason of the death of plaintiff's decedent, SHAY BOHADANA, it became necessary to bury his remains, and plaintiff's decedent, SHAY BOHADANA's estate incurred the obligation therefore and became liable for and expended money for funeral and other expenses and will incur additional administration expenses and other expenses in the settlement of the estate of

plaintiff's decedent, SHAY BOHADANA.

FORTY-FIFTH: By reason of the foregoing, plaintiff and the next of kin of the plaintiff's decedent, SHAY BOHADANA, have suffered damages in an amount in excess of the jurisdictional limits of all lower courts which would otherwise have jurisdiction, and in an amount to be determined at trial together with the costs and disbursements of this action and with such other and further relief as the Court may deem just and proper.

AS AND FOR A FOURTH CAUSE OF ACTION

FORTY-SIXTH: The plaintiff repeats, reiterates and re-alleges each and every allegation set forth in the preceding paragraphs with the same force and effect as though more fully set forth at length herein.

FORTY-SEVENTH: At all times relevant to this action, and in violation of the Federal Motor Carrier Safety Regulations, Chapter 3, Title 49 of the Code of Federal Regulations, specifically, 49 CFR 390.13, defendant, FLAT RATE LONG DISTANCE INC. and/or FLAT RATE MOVING & STORAGE, INC. and/or ABC CORPORATIONS 1-5 (fictitious names) aided and abetted the negligence of defendant, JUAN C. DIAZ-CASAMAYOR, by knowingly and substantially assisting, encouraging, facilitating and/or promoting defendant operator JUAN C. DIAZ-CASAMAYOR's negligent behavior and/or conduct in breach of a duty owed to the decedent, SHAY BOHADANA, including, but not limited to, texting while operating the Defendant Truck and operating the Defendant Truck for excessive hours while fatigued.

FORTY-EIGHTH: Solely as a direct and proximate result of the defendants' negligence, carelessness and recklessness in causing the Accident as aforesaid, the decedent, SHAY BOHADANA, sustained grievous and severe bodily injury resulting in his wrongful death.

FORTY-NINTH: As a result of the foregoing, the defendants' actions entitle plaintiff to punitive damages in addition to compensatory and other damages sought herein.

FIFTIETH: By reason of the foregoing, plaintiff suffered damages in an amount in excess of the jurisdictional limits of all lower courts which would otherwise have jurisdiction, and in an amount to be

determined at trial, plus punitive damages and attorney's fees, together with the costs and disbursements of this action and with such other and further relief as the Court may deem just and proper.

AS AND FOR A FIFTH CAUSE OF ACTION

FIFTY-FIRST: The plaintiff repeats, reiterates and re-alleges each and every allegation set forth in the preceding paragraphs with the same force and effect as though more fully set forth at length herein.

FIFTY-SECOND: At all times relevant to this action, the defendants, JUAN C. DIAZ-CASAMAYOR, FLAT RATE LONG DISTANCE INC. and/or FLAT RATE MOVING & STORAGE, INC. and/or ABC CORPORATIONS 1-5 (fictitious names), acted in so careless a manor as to show complete disregard for the rights and safety of others, including, but not limited to, the decedent, SHAY BOHADANA.

FIFTY-THIRD: At all times relevant to this action, the defendants, JUAN C. DIAZ-CASAMAYOR, FLAT RATE LONG DISTANCE INC. and/or FLAT RATE MOVING & STORAGE, INC. and/or ABC CORPORATIONS 1-5 (fictitious names), acted or failed to act knowing that their conduct would probably result in injury or damage.

FIFTY-FOURTH: At all times relevant to this action, the defendants, JUAN C. DIAZ-CASAMAYOR, FLAT RATE LONG DISTANCE INC. and/or FLAT RATE MOVING & STORAGE, INC. and/or ABC CORPORATIONS 1-5 (fictitious names), acted in so reckless a manor or failed to act in circumstances where an act was clearly required, so as to indicate disregard for the consequences of their actions or inactions.

FIFTY-FIFTH: At all times relevant to this action, the defendants, JUAN C. DIAZ-CASAMAYOR, FLAT RATE LONG DISTANCE INC. and/or FLAT RATE MOVING & STORAGE, INC. and/or ABC CORPORATIONS 1-5 (fictitious names)'s conduct, as outlined above, was willful and wanton.

FIFTY-SIXTH: At all times relevant to this action, the defendants, JUAN C. DIAZ-CASAMAYOR, FLAT RATE LONG DISTANCE INC. and/or FLAT RATE MOVING & STORAGE, INC. and/or

ABC CORPORATIONS 1-5 (fictitious names)'s conduct, as outlined above, was in reckless disregard for the rights and safety of others, including, but not limited to, the decedent, SHAY BOHADANA.

FIFTY-SEVENTH: At all times relevant to this action, as a result of the foregoing, plaintiff, LIAT BOHADANA CASTEIL, as Administrator ad Prosequendum for the Estate of SHAY BOHADANA, and the next of kin of the plaintiff's decedent, are entitled to punitive damages, attorney's fees and costs.

FIFTY-EIGHTH: By reason of the foregoing, plaintiff suffered damages in an amount in excess of the jurisdictional limits of all lower courts which would otherwise have jurisdiction, and in an amount to be determined at trial, plus punitive damages and attorney's fees, together with the costs and disbursements of this action and with such other and further relief as the Court may deem just and proper.

AS AND FOR A SIXTH CAUSE OF ACTION

FIFTY-NINTH: The plaintiff repeats, reiterates and re-alleges each and every allegation set forth in the preceding paragraphs with the same force and effect as though more fully set forth at length herein.

SIXTIETH: At all times relevant to this action, prior to the death of plaintiff's decedent, said decedent sustained severe bodily injuries and conscious pain and suffering including the loss of enjoyment of life for a substantial period of time prior to his death on December 30, 2014, all due to the negligence and gross negligence of the defendants.

SIXTY-FIRST: By reason of the foregoing, plaintiff suffered damages in an amount in excess of the jurisdictional limits of all lower courts which would otherwise have jurisdiction, and in an amount to be determined at trial together with the costs and disbursements of this action and with such other and further relief as the Court may deem just and proper.

WHEREFORE, the plaintiff, LIAT BOHADANA CASTEIL, as Administrator ad Prosequendum for the Estate of SHAY BOHADANA, decedent, demands judgment, jointly and severally, against the defendants herein on the First Cause of Action in an amount exceeding the jurisdictional limits of all lower courts and in an amount to be determined at trial, and on the Second Cause of Action in an amount exceeding the jurisdictional limits of all lower courts and in an amount to be determined at trial,

and on the Third Cause of Action in an amount exceeding the jurisdictional limits of all lower courts and in an amount to be determined at trial, and on the Fourth Cause of Action in an amount exceeding the jurisdictional limits of all lower courts and in an amount to be determined at trial, plus punitive damages and attorney's fees, and on the Fifth Cause of Action in an amount exceeding the jurisdictional limits of all lower courts and in an amount to be determined at trial, plus punitive damages and attorney's fees, and on the Sixth Cause of Action in an amount exceeding the jurisdictional limits of all lower courts and in an amount to be determined at trial, together with the costs and disbursements of this action.

Dated: New York, New York
June 1, 2015

THE MANDEL LAW FIRM, P.C.



Steven J. Mandel, Esq.
Attorneys for Plaintiff
370 Lexington Avenue - Suite 505
New York, New York 10017
(212) 697-7383

TO:
Juan C. Diaz-Casamayor
580 59th Street Apartment 3
West New York, New Jersey 07093-1352

Flat Rate Long Distance Inc. a/k/a Flat Rate Moving & Storage, Inc.
99 Evergreen Ave
Newark, New Jersey 07114

Penske Truck Leasing Company, LP
Green Hills Office Campus
2675 Morgantown Road
Reading, PA 19607

ATTORNEY VERIFICATION

STATE OF NEW YORK

ss:

COUNTY OF NEW YORK

The undersigned, an attorney admitted to practice in the courts of New York State; shows that deponent is STEVEN J. MANDEL the attorney(s) of record for the plaintiff in the within action; that deponent has read the foregoing *Summons and Verified Complaint* and knows the contents thereof; that same is true to deponent's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters deponent believes them to be true. Deponent further says that the reason this verification is made by deponent and not by Plaintiff is that Plaintiff is not located within the county where Affirmant maintains his office.

The grounds of deponent's belief as to all matters not stated upon deponent's knowledge are as follows: Materials maintained in my file


STEVEN J. MANDEL, ESQ

Dated: New York, New York
June 1, 2015

SUPREME COURT OF THE STATE OF NEW YORK
COUNTY OF BRONX

INDEX NO.:

LIAT BOHADANA CASTIEL as Administrator ad
Prosequendum for the ESTATE OF SHAY BOHADANA,
decedent

Plaintiff,

-against-

JUAN C. DIAZ-CASAMAYOR,
FLAT RATE LONG DISTANCE INC. a/k/a
FLAT RATE MOVING & STORAGE, INC.,
PENSKE TRUCK LEASING COMPANY, LP,
ABC CORPORATIONS 1-5 (fictitious names) and/or
JOHN DOES 1-5 (fictitious names),
Defendant.

VERIFIED COMPLAINT

THE MANDEL LAW FIRM
Attorney for (Plaintiff or Defendant)
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TO:
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580 59th Street Apartment 3
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Signature (Rule 130-1.1-a)


Steven J. Mandel, Esq.

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☐ Notice of Entry

that the within is a (certified) true copy of a
duly entered in the Office of the County Clerk of the within named court on , 2015

☐ Notice of Settlement

that an order of which the within is a true copy
will be presented to the Hon. one of the judges of the within court at

on , 2015 at M.

Dated: June 1, 2015

Yours, etc
THE MANDEL LAW FIRM
370 Lexington Avenue, Suite 505
New York, New York, 10017
212-697-7383